

RESOLUTION NO. 21-106

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, RATIFYING THE ATTACHED "ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KEY WEST AND UNITED WAY OF COLLIER AND THE KEYS, INC." (MOU); RATIFYING A FINAL EMERGENCY EXPENDITURE TOTALING \$58,561.58 TO THE UNITED WAY OF COLLIER AND THE KEYS (UWCK) FOR COMMUNITY RENTAL ASSISTANCE; RATIFYING FINAL PAYMENT TO FLORIDA KEYS AREA HEALTH EDUCATION CENTER (AHEC) TOTTALLING 90,299.72 FOR COVID-19 RAPID TESTING PURSUANT TO THE MOU, THE "STOP-GAP MEASURE COVID-19 SUPPORT PROPOSAL", AND PURSUANT TO SECTION 2-797(2) OF THE CODE OF ORDINANCES; AUTHORIZING ANY NECESSARY BUDGET TRANSFERS AND ADJUSTMENTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 1, 2020, the Governor of Florida, Ron DeSantis, issued Executive Order Number 20-51, directing the State Health Officer and Surgeon General to declare a Public Health Emergency due to the discovery of Coronavirus Disease 2019 (COVID-19) in Florida; and

WHEREAS, in response to the COVID-19 threat, the City declared a State of Local Emergency on March 15, 2020 in accordance with F.S. 252.38 and CKW Resolution 2007-182. The State of Local Emergency has been repeatedly extended; and

WHEREAS, at its meeting of January 5, 2021, the City Commission considered a "Stop-Gap Measure Support Proposal," and via voice consensus, granted the City Manager the

authority to expend up to \$500,000 of the City of Key West General Fund unrestricted fund balance for specific community support services outlined in the proposal; and

WHEREAS, the City and UWCK mutually agreed to a Memorandum of Understanding setting forth specific terms related to the distribution of funds, and through Resolutions 21-017 and 21-055 certain payments have been authorized and paid pursuant to the MOU; and

WHEREAS, an Addendum to the Memorandum of Understanding is necessary to increase the City of Key West funds by \$37,561.58 for providing rent, food, medical, utilities and basic needs for Key West residents and workers experiencing hardships due to the COVID-19 pandemic; and

WHEREAS, the City Manager acted without delay, using emergency powers authorized under Section 2-797(2) of the City's Code of Ordinances, to execute an Addendum to the Memorandum of Understanding, and to issue final payments to UWCK and AHEC for certain essential needs programs that serve local citizens; and

WHEREAS, Section 2-797(2) of the City's Code of Ordinances requires the City Commission to ratify such emergency purchases at its next scheduled meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached "Addendum -- Memorandum of Understanding between the City of Key West and United Way of Collier and the Keys, Inc." (MOU) is hereby ratified to authorize additional City funding in the amount of \$37,561.58.

Section 2: That the emergency expenditures totaling \$58,561.58 to UWCK, pursuant to the MOU, the Stop-Gap Measure Covid-19 Support Proposal, and pursuant to section 2-797(2) of the Code of Ordinances, are hereby ratified.

Section 3: That the emergency expenditure totaling \$90,299.72 to Keys AHEC, pursuant to the MOU, the Stop-Gap Measure Covid-19 Support Proposal, and pursuant to section 2-797(2) of the Code of Ordinances, is hereby ratified.

Section 4: That any necessary budget transfers and adjustments, to effectuate the expenditure of the City of Key West General Fund unrestricted fund balance for the specific community support services outlined in the Proposal, are hereby authorized.

Section 5: That City staff is directed to continue to work closely with local non-profits providing food, health

care and housing assistance to the citizens of Key West, to ensure funds are used effectively to meet current needs.

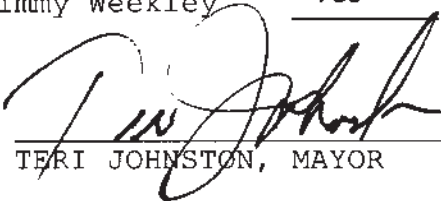
Section 6: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 19th day of May, 2021.

Authenticated by the Presiding Officer and Clerk of the Commission on 20th day of May, 2021.

Filed with the Clerk on May 20, 2021.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Gregory Davila	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>


TERI JOHNSTON, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

EXECUTIVE SUMMARY

TO: Patti McLaughlin, Interim City Manager
Todd Stoughton, Interim Assistant City Manager

FROM: Mark Finigan, Chief Financial Officer

DATE: May 7, 2021

RE: Ratification of the attached Addendum to the Memorandum of Understanding between the City of Key West and United Way of Collier and the Keys, Inc. (MOU); Ratification of Final Payments to Florida Keys Area Health Education Center (AHEC) and United Way of Collier and the Keys (UWCK)

ACTION STATEMENT:

Ratification of the attached Addendum to the Memorandum of Understanding between the City of Key West and United Way of Collier and the Keys, Inc. (MOU); Ratification of Final Payments totaling \$90,299.72 to Florida Keys Area Health Education Center (AHEC) for COVID-19 rapid testing and \$58,561.58 to United Way of Collier and the Keys (UWCK) for Community rental assistance pursuant to the AHEC & UWCK MOU's, the "Stop-Gap Measure COVID-19 Support Proposal", and pursuant to Section 2-797 (2) of the Code of Ordinances and granting the City Manager the authority to effectuate necessary budget amendment(s) for this purpose.

JUSTIFICATION AND NEED:

The following excerpt is taken from the Stop-Gap Measure COVID-19 Support Proposal:

While there is finally an end in sight to the pandemic, the immediate future remains bleak. As we await the vaccine and the next round of federal aid, our Island's safety nets run thin. The virus still rages, and rapid testing is both limited and expensive. Many frontline employees are forced to pay out of pocket to get quick results. Some avoid getting tested altogether. The CARES Act funds took approximately 10 weeks to reach Monroe County after they were approved, and longer to reach community members. If a similar trend ensues for the most recently approved funds, there is an urgent need to fill the gap between now and that time.

There is little help left in our community to meet our residents' basic needs. Our nonprofit organizations have exhausted most of their funds and cannot provide for much longer at this current rate, without additional support. A recent survey conducted by United Way in December 2020 of 13 nonprofit organizations in Key West, (attached), shows a gap in funds to assist residents with rent, food, utilities, medical and other essential needs.

The lack of basic provisions adds to the spread of the virus. When employees can't pay their rent or put food on the table, they are dissuaded from quarantining. There are not sufficient support systems in place to help them, and much of the workforce simply can't afford to lose more income.

Key to the Caribbean - Average yearly temperature 77° F.

MEMORANDUM

The spike in COVID cases, combined with the lapse in funding and protective measures like the eviction moratorium could lead Key West into a tail spin in the coming months. If ever there were a moment to step in and fill the gap, that time is now.

BACKGROUND:

The Health and Business Advisory Committee, the Key West Chamber of Commerce and the Nonprofit Community of Key West, and their Inter-Ministerial Alliance joined in December 2020 to identify measures that would assist the community through the first quarter of 2021. The result was a five-part plan presented to the City Commission on January 5, 2021. Two parts of the proposal required a commitment of City of Key West Funding, \$171,250 for a Free Rapid Testing program administered by AHEC and \$262,500 for community emergency assistance for rent, food, utilities and medical and essential needs, to be administered by United Way of Collier and the Keys. Details of each of these two proposal parts can be found in the Stop-Gap Measure COVID-19 Support Proposal, Resolution 21-017.

An Addendum to increase City of Key West funds by an additional \$37,561.58 is needed for providing rent, food, medical, utilities and basic needs for City of Key West residents and workers experiencing hardships due to the COVID-19 pandemic.

FINANCIAL IMPACT:

At the January 5, 2021 City Commission Meeting the Proposal for a Stop-Gap Measure for COVID Support to the City of Key West was presented. The City Commission granted via voice consensus the City Manager authority to expend up to \$500,000 of City of Key West General Fund unrestricted fund balance for those specific community support services outlined in the Proposal. The City Commission ratified payment to UWCK in an amount of \$132,186 under Resolution 21-017. Payments to UWCK in the amount of \$109,334 to UWCK and \$67,661.26 to AHEC were ratified under Resolution 21-055. Final payment ratification is requested under this resolution to AHEC in an amount of \$90,299.72 as well as final payment ratification to UWCK in an amount of \$58,561.58, as described in the summaries below:

Summary of payments to AHEC:

Budget from Proposal		Resolution 21-017	Resolution 21-055	Ratify Payment Amt	Balance
Test Kits	\$ 7,200.00	\$ -	\$ 59,588.36	\$ 8,033.74	\$ 9,627.90
Testing Staff	\$ 91,000.00	\$ -	\$ 8,072.90	\$ 14,549.25	\$ 2,374.66
PPE & Medical Supplies	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ -
Admin Costs	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	\$ -
Miscellaneous	\$ 3,000.00	\$ -	\$ -	\$ 3,713.54	\$ 1,286.46
TOTAL	\$ 171,200.00	\$ -	\$ 67,661.26	\$ 90,299.72	\$ 13,289.02*

*PO closed: \$13,289.02 not needed

Summary of payments to UWCK:

Budget from Proposal		Resolution 21-017	Resolution 21-055	Ratify Payment Amt	Balance
Rental Assistance	\$ 164,000.00	\$ 54,666.00	\$ 54,666.00 \$ 54,668.00	\$ -	\$ -
Food Assistance	\$ 31,220.00	\$ 31,220.00	\$ -	\$ -	\$ -
Medical Providers	\$ 27,300.00	\$ 27,300.00	\$ -	\$ -	\$ -
Utilities & Essential Needs	\$ 19,000.00	\$ 19,000.00	\$ -	\$ -	\$ -
Admin Fees	\$ 21,000.00	\$ -	\$ -	\$ 21,000.00	\$ -
Addendum	\$ 37,561.58	\$ -	\$ -	\$ 3,000.00 \$ 34,561.58	\$ -
TOTAL	\$ 300,081.58	\$ 132,186.00	\$ 109,334.00	\$ 58,561.58	\$ -

RECOMMENDATION:

Staff recommends that the City Commission ratify the attached Addendum to the Memorandum of Understanding between the City of Key West and United Way of Collier and the Keys, Inc. (MOU); ratify final payments totaling \$90,299.72 to Florida Keys Area Health Education Center (AHEC) for COVID-19 rapid testing and \$58,561.58 to United Way of Collier and the Keys (UWCK) for Community rental assistance pursuant to the AHEC & UWCK MOU's, the "Stop-Gap Measure COVID-19 Support Proposal", and pursuant to Section 2-797 (2) of the Code of Ordinances as well as granting the City Manager the authority to effectuate necessary budget amendment(s) for this purpose.

Addendum- MEMORANDUM OF UNDERSTANDING

Between

United Way of Collier and the Keys, Inc.

&

The City of Key West

This document serves as an Addendum as of March 19, 2021 to the Memorandum of Understanding (MOU) between United Way of Collier and the Keys, Inc and The City of Key West entered into on January 11, 2021 for the City of Key West Relief Funds.

I. TERM.

Be it known that the representatives signed below agree to make the following changes/additions to the MOU for COVID-19 Support. These additions shall be as valid as if part of and are in addition to the original contract. No other terms or conditions of the contract are negated or changed as a result of this addendum.

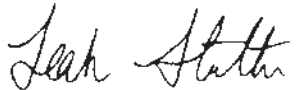
II. ACKNOWLEDGMENTS.

A. The City of Key West is committing to United Way of Collier and the Keys, Inc for disbursement and utilization of **\$37,561.58** in additional City of Key West funds for providing rent, food, medical, utilities and basic needs for City of Key West residents and workers experiencing hardships due to the COVID-19 pandemic, per the requirements set forth in the original January 11, 2021 MOU and the Proposal for a Stop-Gap Measure for COVID Support, submitted and presented to the City of Key West City Commission on January 5, 2021.

B. Further details are specified in the MOU.

IN WITNESS WHEREOF, the parties have hereunto set their hand.

United Way of Collier and the Keys, Inc.



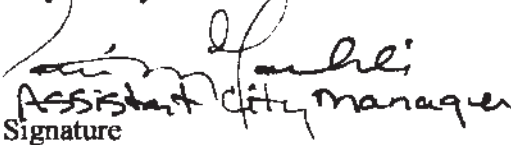
Signature

Date: 3-19-2021

Leah Stockton Key Area President

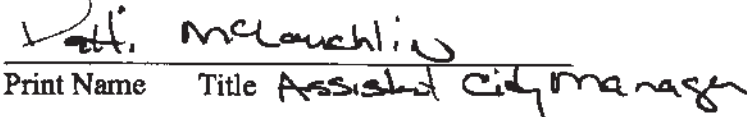
Print Name Title

City of Key West



Signature

Date: 3/19/2021



Print Name Title Assisted City Manager

MEMORANDUM OF
UNDERSTANDING BETWEEN
THE CITY OF KEY WEST AND
FLORIDA KEYS AREA HEALTH
EDUCATION CENTER, INC., DATED
JANUARY 11, 2021

I. PURPOSE

This Memorandum of Understanding (hereafter MOU) is made and entered into by and between The City of Key West (hereafter CITY) and the Florida Keys Area Health Education Center, Inc. (hereafter AHEC). By this MOU, the City and AHEC agree to terms and conditions related to disbursement and utilization of ~~\$171,250.00~~ of City of Key West funds for providing free rapid testing and follow up PCR testing to community members via static and mobile testing sites, per the requirements below and the Proposal for a Stop-Gap Measure for COVID Support, submitted and presented to the City of Key West City Commission on January 5, 2021.

II. AUTHORITY

CITY may, by agreement and operation of law, charge persons or groups with duties incident to the protection of life and property within the County during an emergency. This agreement will be governed by and construed in accordance with the laws of the State of Florida.

III. RECITALS

WHEREAS, CITY has statutory responsibility to prevent, minimize, and repair injury and damage resulting from any type of disaster, and;

WHEREAS, the Florida Keys Area Health Education Center, Inc., effectively promote health and wellness through education, health assessments, and professional development using partnerships and other contract-funded services, resulting in a healthier, better educated community. Residents and workers requiring supportive services in the form of testing are reluctant to get tested for fear of losing income, and;

WHEREAS, CITY understands it is in the best interest of the residents and workers of Key West to enter into an agreement with AHEC for the deployment of static and mobile testing sites that will be available to residents of Key West, Stock Island and Key Haven, and for employees who work in Key West who can provide proof of residence and/or employment to receive the test at no cost.

IV. DUTIES AND RESPONSIBILITIES

NOW, THEREFORE, the parties agree as follows:

A. Parties: The Parties to the MOU are:

1. Florida Keys Area Health Education Center, Inc.
2. The City of Key West

B. Term: The agreement is effective as of January 11, 2021 and shall remain in effect until April 11, 2021 (90 Days).

C. Terms and Conditions:

1. AHEC will:

- A. Commit to using the funds from City for the program and related goals solely to provide free rapid testing and follow up PCR testing to mitigate the effects of COVID-19 for qualified Key West residents and workers and no other related activity or expense. Funds should be exhausted by April 11, 2021. In the event of unforeseen circumstances, any unused funds must be acknowledged to City for reimbursement, extension of time or approval of alternate use.
- B. Provide City with a report on funding expenditures by April 30, 2021. The report will include:
 1. Accounting of how all dollars are spent
 2. Accounting of number of individuals/families and workers served, and services provided
 3. Demographic information on individuals/families and workers served, including age, employment, and geographic area
 4. Description of how funds aided in relief efforts for affected residents and workers, including specific stories and photos (if available)
 5. Acknowledgement of how funding was recognized via a press release, social media, or other outreach effort.
- C. Include either the City of Key West logo and/or mention of our funding in any media stories, advertisements/flyers or press releases related to the program, and any activities that are being funded by City

2. CITY will:

- A. Review all request for reimbursement and supporting documentation submitted from AHEC for completeness and accuracy before reimbursing AHEC.

- B. City will reimburse AHEC in an expedited manner but in no case more than 7 days after a City reviewed and accepted request is received.
- C. Share information with AHEC.
- D. Include AHEC and partner agencies in all public information pieces, media stories, advertisements/flyers, and press releases where applicable.

V. INDEMNIFICATION AND LIABILITIES

- A. AHEC shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement and shall save the CITY harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, AHEC agrees that it is not an employee or agent of the CITY, but it is an independent 501 (c) (3) non-profit organization and as such must abide by strict Federal regulations that govern the handling and accountability for all transferred funds.
- B. To the extent authorized by law, the City of Key West hereby agrees to defend, indemnify, and hold harmless the Florida Keys Area Health Education Center from any and all loss, damage, liability, or expense in connection with any action, proceeding, or claim for injury, including death to any person or persons, or damage to, loss of the use of, or loss of tangible property of any person, firm, or corporation, including the parties hereto, arising or resulting out of the performance of this contract, but only to the extent caused or incurred by the negligence or other actionable fault of the City of Key West or its agent. This obligation shall be limited to a maximum amount of the sovereign immunity limits of liability prescribed in 768.28, Florida Statutes, namely \$200,000 per person or \$300,000 per occurrence, and the City of Key West will have no further obligation to defend or hold harmless the Florida Keys Area Health Education Center in the event said limits are paid or are otherwise exhausted. Nothing contained herein shall be construed to alter or waive the City's sovereign immunity under 768.28, Florida Statutes. Florida Keys Area Health Education Center acknowledges that indemnification by the City of Key West may be unenforceable under Florida law, and that the City of Key West does not waive any legal defense based on the unenforceability of such indemnification position.
- C. CITY recognizes that AHEC, its staff and volunteers are not employees or agents of the CITY in any form and that they maintain their own system of management and personnel policies.

- D. Nothing herein is intended to serve as a waiver of sovereign immunity by any party or recipient to whom sovereign immunity applies. Nothing herein shall be construed as consent by a CITY agency or subdivision of CITY to be sued by third parties in any matter arising out of any contract.
- E. AHEC agrees to indemnify, defend, and hold free and harmless, the CITY and each of its members, agents, servants, employees, officers, and directors, from and against any and all actions, claims, liabilities, assertions, of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities, or any nature of otherwise of indemnify, defend, and hold free and harmless, the CITY and each of its members, agents, servants, employees, officers, and directors, from and against any and all actions, claims, liabilities, assertions, of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities, or any nature of otherwise of AHEC its agents, servants, or employees relating to this MOU, including but not limited to, claim or claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by CITY or its agents, servants, and employees.
- F. Subject to the limitations of Section 768.26 Florida Statutes, CITY agrees to indemnify, defend, and hold free and harmless to the extent permitted by law, AHEC and each of its volunteers, members, agents, servants, employees, officers, and directors from and against any and all actions, claims, liabilities, assertion of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities, or any nature or otherwise of the CITY or employees relating to this MOU, including but not limited to claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by the city or its agents, servants, and employees. Nothing contained herein shall be construed as a waiver of the City's Sovereign Immunity Limits.

VI. FEDERAL REQUIREMENTS

Federal regulations apply to all of the CITY of Key West contracts using Federal funds as a source for the solicitation of goods and services. In addition to the terms of Appendix II to 2 C.F.R. Part 200, which are attached as Exhibit A and incorporated herein, the following Federal requirements also apply to this Emergency Agreement:

- A. **ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL:** AHEC shall allow access by the grantee, sub-grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of AHEC which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
- B. **COPYRIGHTS** The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by granted number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.
- C. **DISADVANTAGED BUSINESS ENTERPRISES (DBE) Contractors:** AHEC agrees to ensure that Disadvantage Business Enterprises as defined in 49 C.F.R. Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, AHEC shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. AHEC shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.
- D. **ENERGY POLICY AND CONSERVATION ACT:** AHEC shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- E. **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this contract, AHEC agrees as follows:
 - 1. AHEC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. AHEC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AHEC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 2. AHEC will, in all solicitations or advertisements for employees placed by or on behalf of AHEC, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. AHEC will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of AHEC's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. AHEC will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The AHEC will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of AHEC's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the AHEC may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. AHEC will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each partner of AHEC or vendor. AHEC will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided however, in the event AHEC becomes involved in, or is threatened with, litigation with a partner of AHEC or vendor as a result of such direction by the administering agency AHEC may request the United States to enter into such litigation to protect the interests of the United States.
8. AHEC shall:
 - a. Place qualified small and minority businesses and women's business enterprises on solicitation lists.
 - b. Assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
 - c. Divide work, when economically feasible, into smaller tasks to permit maximum participation by small and minority businesses, and women's business enterprises.
 - d. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
 - e. Provide documentation of compliance with 1-4 above.

F CONTRACT WORK HOURS AND SAFETY STANDARDS ACT COMPLIANCE

1. Overtime requirements. No AHEC or partner of AHEC contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section AHEC and any partner of AHEC responsible therefor shall be liable for the unpaid wages. In addition, AHEC and partner of AHEC shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency (FEMA) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold AHEC or cause to be withheld, from any moneys payable on account of work performed by AHEC or a partner of AHEC under any such contract or any other Federal contract with the same prime AHEC, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by AHEC, such sums as may be determined to be necessary to satisfy any liabilities of AHEC or partner of AHEC for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. AHEC or a partner of AHEC shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the partner of AHEC to include these clauses in any lower tier subcontracts. AHEC shall be responsible for compliance by any partner of AHEC or lower tier partner with the clauses set forth in paragraphs (1) through (4) of this section."

G. CLEAN AIR ACT

1. AHEC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

AHEC agrees to report each violation to the City of Key West and understands and agrees that the City of Key West will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

AHEC agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

H. FEDERAL WATER POLLUTION CONTROL ACT

1. AHEC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

AHEC agrees to report each violation to the City of Key West and understands and agrees that the City of Key West will, in turn, report each violation as required to assure notification to the

Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

AHEC agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

I. DEBARMENT AND SUSPENSION:

1. This MOU is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the AHEC is required to verify that none of the AHEC, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. AHEC must comply with 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by (insert name of sub-recipient). If it is later determined that the AHEC did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub-recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, AHEC shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site.
http://www.epa.gov/smm/comprehensive_procurement_guidelines_program

K. RETENTION OF ALL RECORDS: AHEC is required to retain all records for seven (7) years after grantees or sub-grantees make final payments and all other pending matters are closed.

L. ADDITIONAL FEDERAL REQUIREMENTS

1. REMEDIES - In the event of a breach by AHEC of the terms and conditions of this Agreement CITY shall be entitled to recover any and all monetary damages arising there from including the recovery of reasonable attorney fees at all trial and appellate levels.

2. ACCESS TO RECORDS

- a. AHEC agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of AHEC which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. AHEC agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed and permissible by law.
 - c. AHEC agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
3. **DHS SEAL, LOGO AND FLAGS:** AHEC shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific FEMA pre-approval.
4. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. AHEC will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
5. **NO OBLIGATION:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, AHEC, or any other party pertaining to any matter resulting from the contract."
6. **FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS:** AHEC acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to AHEC's actions pertaining to this contract.

VII. INTEGRATION

This agreement contains the entire understanding of the parties with respect to the subject matter of the agreement, and it supersedes all prior understandings, and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter herein.

VIII. MODIFICATIONS

This MOU may be modified or amended only by an instrument in writing signed by the parties hereto.

IX. EFFECTIVE DATE

January 11, 2020.

City of Key West


Signature

Gregory W. Veliz
Print Name

1-11-2021

Date

City Manager

Title

The Florida Keys Area Health Education Center, Inc.


Signature

Michael L. Cunningham
Print Name

1-11-2021

Date

Chief Executive Officer

Title

MEMORANDUM OF
UNDERSTANDING BETWEEN
THE CITY OF KEY WEST AND
UNITED WAY OF COLLIER AND THE
KEYS, INC., DATED
JANUARY 11, 2021

I. PURPOSE

This Memorandum of Understanding (hereafter MOU) is made and entered into by and between The City of Key West (hereafter CITY) and the United Way of Collier and the Keys, Inc. (hereafter UWCK). By this MOU, the City and UWCK agree to terms and conditions related to disbursement and utilization of \$262,520 of City of Key West funds for providing rent, food, medical, utilities and basic needs for City of Key West residents and workers experiencing hardships due to the COVID-19 pandemic, per the requirements below and the Proposal for a Stop-Gap Measure for COVID Support, submitted and presented to the City of Key West City Commission on January 5, 2021.

II. AUTHORITY

CITY may, by agreement and operation of law, charge persons or groups with duties incident to the protection of life and property within the County during an emergency. This agreement will be governed by and construed in accordance with the laws of the State of Florida.

III. RECITALS

WHEREAS, CITY has statutory responsibility to prevent, minimize, and repair injury and damage resulting from anytype of disaster, and;

WHEREAS, the United Way of Collier and the Keys, Inc., advocates directly, and through its partners, for Asset Limited, Income Constrained, and Employed (ALICE) Key West residents and workers requiring supportive services in the form of rent, food, utilities, medical assistance and other essential needs related to the economic hardships of the COVID-19 pandemic, and;

WHEREAS, CITY understands it is in the best interest of the residents, workers, and visitors of Key West to enter into an agreement with UWCK for the management, validation of need and distribution of funds for those qualified applicants.

IV. DUTIES AND RESPONSIBILITIES

NOW, THEREFORE, the parties agree as follows:

- A. Parties: The Parties to the MOU are:
1. The United Way of Collier and the Keys, Inc.
 2. The City of Key West
- B. Term: The agreement is effective as of January 11, 2021 and shall remain in effect until March 31, 2021.
- C. Terms and Conditions:
1. UWCK will:
 - A. Commit to using the funds from City for the program and related goals solely to mitigate the effects of COVID-19 for qualified Key West residents and workers and no other related activity or expense. Funds should be exhausted by March 31, 2021. In the event of unforeseen circumstances, any unused funds must be acknowledged to City for reimbursement, extension of time or approval of alternate use.
 - B. Provide City with a report on funding expenditures by April 30, 2021. The report will include:
 1. Accounting of how all dollars are spent
 2. Accounting of number of unduplicated individuals/families and workers served and services provided
 3. Demographic information on individuals/families and workers served, including gender, race/ethnicity, age, documented COVID hardship, employment, and geographic area
 4. Description of how funds aided in relief efforts for affected residents and workers, including specific stories and photos (if available)
 5. Acknowledgement of how funding was recognized via a press release, social media or other outreach effort.
 - C. Include either the City of Key West logo and/or mention of our funding in any media stories, advertisements/flyers or press releases related to the program, and any activities that are being funded by City.
 2. CITY will:
 - A. Review all request for reimbursement and supporting documentation submitted from UWCK for completeness and accuracy before reimbursing UWCK
 - B. City will reimburse UWCK in an expedited manner but in no case more than 7 days after a City reviewed and accepted request is received.

- C. Share information with UWCK
- D. Include UWCK and partner agencies in all public information pieces, media stories, advertisements/flyers and press releases where applicable

V. INDEMNIFICATION AND LIABILITIES

- A. UWCK shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement and shall save the CITY harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, UWCK agree that it is not an employee or agent of the CITY, but it is an independent 501 (c) (3) non-profit organization and as such must abide by strict Federal regulations that govern the handling and accountability for all transferred funds.
- B. To the extent authorized by law, the City of Key West hereby agrees to defend, indemnify, and hold harmless the United Way of Collier and the Keys from any and all loss, damage, liability, or expense in connection with any action, proceeding, or claim for injury, including death to any person or persons, or damage to, loss of the use of, or loss of tangible property of any person, firm, or corporation, including the parties hereto, arising or resulting out of the performance of this contract, but only to the extent caused or incurred by the negligence or other actionable fault of the City of Key West or its agent. This obligation shall be limited to a maximum amount of the sovereign immunity limits of liability prescribed in 768.28, Florida Statutes, namely \$200,000 per person or \$300,000 per occurrence, and the City of Key West will have no further obligation to defend or hold harmless the United Way of Collier and the Keys in the event said limits are paid or are otherwise exhausted. Nothing contained herein shall be construed to alter or waive the City's sovereign immunity under 768.28, Florida Statutes.

United Way of Collier and the Keys acknowledges that indemnification by the City of Key West may be unenforceable under Florida law, and that the City of Key West does not waive any legal defense based on the unenforceability of such indemnification position.

- C. CITY recognizes that UWCK, its staff and volunteers are not employees or agents of the CITY in any form and that they maintain their own system of management and personnel policies.
- D. Nothing herein is intended to serve as a waiver of sovereign immunity

by any party or recipient to whom sovereign immunity applies. Nothing herein shall be construed as consent by a CITY agency or subdivision of CITY to be sued by third parties in any matter arising out of any contract.

- E. UWCK agrees to indemnify, defend, and hold free and harmless, the CITY and each of its members, agents, servants, employees, officers, and directors, from and against any and all actions, claims, liabilities, assertions, of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities , or any nature of otherwise of indemnify, defend, and hold free and harmless, the CITY and each of its members, agents, servants, employees, officers, and directors, from and against any and all actions, claims, liabilities, assertions, of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities , or any nature of otherwise of UWCK its agents, servants, or employees relating to this MOU, including but not limited to, claim or claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by CITY or its agents, servants, and employees.
- F. Subject to the limitations of Section 768.26 Florida Statutes, CITY agrees to indemnify, defend, and hold free and harmless to the extent permitted by law, UWCK and each of its volunteers, members, agents, servants, employees, officers, and directors from and against any and all actions, claims, liabilities, assertion of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities, or any nature or otherwise of the CITY or employees relating to this MOU, including but not limited to claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by the city or its agents, servants, and employees. Nothing contained herein shall be construed as a waiver of the City's Sovereign Immunity Limits.

VI. FEDERAL REQUIREMENTS

Federal regulations apply to all of the CITY of Key West contracts using Federal funds as a source for the solicitation of goods and services. In addition to the terms of Appendix II to 2 C.F.R. Part

200, which are attached as Exhibit A and incorporated herein, the following Federal requirements also apply to this Emergency Agreement:

- A. **ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL:** UWCK shall allow access by the grantee, sub-grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of UWCK which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
- B. **COPYRIGHTS:** The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by granted number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.
- C. **DISADVANTAGED BUSINESS ENTERPRISES (DBE) Contractors:** UWCK agrees to ensure that Disadvantage Business Enterprises as defined in 49 C.F.R. Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, UWCK shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. UWCK shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.
- D. **ENERGY POLICY AND CONSERVATION ACT:** UWCK shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- E. **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this contract, UWCK agrees as follows:
 - 1. UWCK will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. UWCK will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. UWCK agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 2. UWCK will, in all solicitations or advertisements for employees placed by or on behalf of UWCK, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - 3. UWCK will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of UWCK's commitments under

this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. UWCK will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The UWCK will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of UWCK's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the UWCK may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. UWCK will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each partner of UWCK or vendor. UWCK will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided however, in the event UWCK becomes involved in, or is threatened with, litigation with a partner of UWCK or vendor as a result of such direction by the administering agency UWCK may request the United States to enter into such litigation to protect the interests of the United States.
8. UWCK shall:
 - a. Place qualified small and minority businesses and women's business enterprises on solicitation lists.
 - b. Assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
 - c. Divide work, when economically feasible, into smaller tasks to permit maximum participation by small and minority businesses, and women's business enterprises.
 - d. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
 - e. Provide documentation of compliance with 1-4 above.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT COMPLIANCE

1. Overtime requirements. No UWCK or partner of UWCK contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times

the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section UWCK and any partner of UWCK responsible therefor shall be liable for the unpaid wages. In addition, UWCK and partner of UWCK shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency (FEMA) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by UWCK or a partner of UWCK under any such contract or any other Federal contract with the same prime UWCK, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by UWCK, such sums as may be determined to be necessary to satisfy any liabilities of UWCK or partner of UWCK for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. UWCK or a partner of UWCK shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the partner of UWCK to include these clauses in any lower tier subcontracts. UWCK shall be responsible for compliance by any partner of UWCK or lower tier partner with the clauses set forth in paragraphs (1) through (4) of this section.”

G. CLEAN AIR ACT

1. UWCK agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

UWCK agrees to report each violation to the City of Key West and understands and agrees that the City of Key West will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

UWCK agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

H. FEDERAL WATER POLLUTION CONTROL ACT

1. UWCK agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

UWCK agrees to report each violation to the City of Key West and understands and agrees that the City of Key West will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

UWCK agrees to include these requirements in each subcontract exceeding \$150,000 financed

in whole or in part with Federal assistance provided by FEMA.”

I. DEBARMENT AND SUSPENSION:

1. This MOU is a covered transaction for purposes of 2 C.F.R. pt.180 and 2 C.F.R. pt. 3000. As such the UWCK is required to verify that none of the UWCK, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. UWCK must comply with 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by (insert name of sub-recipient). If it is later determined that the UWCK did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub-recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, UWCK shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cplg-program>.”

K. RETENTION OF ALL RECORDS: UWCK is required to retain all records for seven (7) years after grantees or sub-grantees make final payments and all other pending matters are closed.

L. ADDITIONAL FEDERAL REQUIREMENTS

1. **REMEDIES** – In the event of a breach by UWCK of the terms and conditions of this Agreement CITY shall be entitled to recover any and all monetary damages arising therefrom including the recovery of reasonable attorney fees at all trial and appellate levels.
2. **ACCESS TO RECORDS**
 - a. UWCK agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books,

documents, papers, and records of UWCK which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- b. UWCK agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed and permissible by law.
 - c. UWCK agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
3. **DHS SEAL, LOGO AND FLAGS:** UWCK shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
 4. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. UWCK will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
 5. **NO OBLIGATION:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, UWCK, or any other party pertaining to any matter resulting from the contract.”
 6. **FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS:** The UWCK acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to UWCK’s actions pertaining to this contract.

VII. INTEGRATION

This agreement contains the entire understanding of the parties with respect to the subject matter of the agreement, and it supersedes all prior understandings, and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter herein.

VIII. MODIFICATIONS

This MOU may be modified or amended only by an instrument in writing signed by the parties hereto.

IX. EFFECTIVE DATE
January 11, 2020.

City of Key West

Signature

Gregory W. Veliz

Print Name

1-11-2021

Date

City Manager

Title

United Way of Collier and the Keys, Inc.

Signature

Leah Stockton

Print Name

1-11-2021

Date

Florida Keys Area President

Title

Proposal for a Stop-Gap Measure for COVID Support to the City of Key West

Submitted to the Key West City Commission, January 5, 2021

Description of Need

While there is finally an end in sight to the pandemic, the immediate future remains bleak. As we await the vaccine and the next round of federal aid, our island's safety nets run thin. The virus still rages, and rapid testing is both limited and expensive. Many frontline employees are forced to pay out of pocket to get quick results. Some avoid getting tested altogether. The CARES Act funds took approximately 10 weeks to reach Monroe County after they were approved, and longer to reach community members. If a similar trend ensues for the most recently approved funds, there is an urgent need to fill the gap between now and that time.

There is little help left in our community to meet our residents' basic needs. Our nonprofit organizations have exhausted most of their funds and cannot provide for much longer at this current rate, without additional support. A recent survey conducted by United Way in December 2020 of 13 nonprofit organizations in Key West, (attached), shows a gap in funds to assist residents with rent, food, utilities, medical and other essential needs.

The lack of basic provisions adds to the spread of the virus. When employees can't pay their rent or put food on the table, they are dissuaded from quarantining. There are not sufficient support systems in place to help them, and much of the workforce simply can't afford to lose more income.

The spike in COVID cases, combined with the lapse in funding and protective measures like the eviction moratorium could lead Key West into a tail spin in the coming months. If ever there were a moment to step in and fill the gap, that time is now.

A Key West Stop-Gap Plan for COVID (January – end of March 2021)

The Health and Business Advisory Committee, The Key West Chamber of Commerce and the Nonprofit Community of Key West, and the Inter-Ministerial Alliance joined together in December 2020 to identify measures that would assist the community through the first quarter of 2021. The result is a Five-Part Plan, as follows:

1. Free Rapid Testing (\$171,250)

According to MCHD data, the numbers of people getting tested in Key West for COVID in a span over three months has more than tripled from 1,426 in September to 4,938 in November 2020. The average wait time for results can be between three to five days. At the same time, many

businesses report that employees are reluctant to get tested for fear of losing desperately needed income. This conundrum creates an urgent need for access to free, rapid and increased testing for COVID in Key West.

The goal of this initiative is to provide free rapid testing and follow up PCR to community members via static and mobile testing sites that are accessible in all areas of the island. Approximately 3,000 kits will be purchased along with PPE, medical supplies and short-term testing staff. The tests will be available to residents of Key West, Stock Island and Key Haven and employees who work in Key West. They will have to provide proof of residence and/or employment to receive the test. The budget breakdown is as follows:

Items	Cost
3,000 Test Kits (Access BIO, BD or Sofia 2)	\$77,250 ¹
5 Testing Staff at \$30 per hour for 10 weeks plus 15% Tax Fringe	\$69,000 ²
PPE & Medical Supplies – Gloves, Gowns, Masks, Sanitizer Shield	\$5,000
Administrative Costs – Operations, Fiscal Management, Reporting, Staffing,	\$15,000 ³
Miscellaneous – PR, Ads, Travel, Tents, Tables, Additional Insurances	\$5,000
TOTAL	\$171,250

The test kits are for rapid testing only. Standard protocol requires that a PCR test is offered to any person who is negative on the rapid test but presents symptoms of COVID. PCR testing is paid for by insurance or federal funding for the uninsured. Testing sites will provide referrals, and/or on-site PCR testing.

AHEC is well-placed to manage a rapid testing program in Key West. The organization has been supporting the medical needs of the Keys community for many years, and the staff are deeply involved with MCHD and our residents. AHEC will manage the process and ensure that each location is staffed and stocked in the medical equipment necessary. They will work directly with the City through their existing mechanisms to ensure that the funds are disbursed and tracked as required.

¹ Test kits vary in availability on a daily basis. Bio Test Kits cost \$19.75 each, BD cost \$35.00 and Sofia 2 cost \$26.00. The goal would be to purchase as many Bio Test Kits as possible. The total cost may therefore be less than \$77,250, but will not exceed that amount.

² This program will utilize licensed health care providers such as Lab Staff, MA's RNs and NPs/PAs. Salary ranges for this staff generally run between \$17-\$50 per hour.

³ This sum includes payroll taxes at 7.65% and a small allocation for workman's comp. AHEC normally runs 22-25%. This request is much lower.

2. Emergency Assistance for Rent, Food, Utilities & Essential Needs and Medical

According to the United Way ALICE report, prior to COVID-19, approximately 40% of Monroe County were living paycheck to paycheck, unable to make ends meet. (ALICE stands for Asset Limited, Income Constrained, Employed.) Those living on the edge cannot continue to survive in these times, and are slipping further behind. Our nonprofit organizations are running low on funding to assist.

The recent survey conducted by UWCK in December 2020, (referenced above,) measured the current rate at which 13 nonprofit organizations are providing support in Key West for rent, food, utilities, medical assistance and direct medical services relative to funds remaining for each of those needs. The data showed an overwhelming need and shortage of funds for rental assistance. (See summary data from the survey attached). Based on these needs and the shortfall in funds for the next 2.5 months, the request for funding is as follows:

Items	Cost ⁴
Rental Assistance	
Food Assistance	\$31,220 ⁵
Medical Providers	\$27,300
Utilities and Essential Needs	\$19,000
Administrative Fees (divided amongst the nonprofit organizations)	\$20,000
TOTAL	\$97,520

United Way of Collier and the Keys (UWCK), has been at the forefront of the community with assistance during the pandemic. They are well placed to manage grants in these three areas to the Key West nonprofit community maximizing efficiency of City funds. They have the

⁴ The numbers above were derived with the goal of requesting approximately \$200,000 in total for the most important and urgent needs. (The actual need far exceeds that number.) Percentages of need were calculated by dividing the cost of service per month by the total sum remaining for that need, and calculating the approximate percentage of that need relative to the others. The data was adjusted also based on the NGOs capacity to deliver services. (See data attached).

⁵ According to our food service organizations (SOS, MCC and FKOC), the current rate of need per month for food assistance is \$150,000. There are \$389,000 remaining in funds. This amount should last for approximately 2.6 months (until the end of March). The lion-share of that funding belongs to SOS. The allocation therefore will be largely dedicated to MCC and FKOC, who are almost out of funding for food. (See data attached).

⁶ A standard administration fee for executing a program such as this one typically runs 10% on average. Support to the community in an efficient and accountable manner requires significant staff time and other related expenses. This expense will be shared by all the agencies implementing the grants.

mechanisms in place to identify and vet the needs, distribute funds, track expenses, and ensure accountability. As the lead organization working collaboratively with nonprofit partners, UWCK would also coordinate community outreach, communication and engagement, including specific efforts working with MCHD to directly reach those who are needing to isolate, local business community for their employees and the faith-based community to reach marginalized populations.

3. Quarantine Assistance Fund for Businesses (Cost To Be Determined)

While some businesses in Key West are improving, others continue to bear the brunt of the pandemic. Retail, attractions, theaters, restaurants, bars and hotels have suffered grave losses. Many employees are faced with a tradeoff between their health and their financial survival. They simply can't afford to lose more time away from work when they are in quarantine.

A Quarantine Assistance Fund would help promote the safety and financial security of our workforce. The fund would provide employees with a designated amount per day while in quarantine to help make up for lost income. Employees would work directly with a designated organization to manage the process and funds.

The efficacy of this undertaking would depend largely on the ability of a single institution's capacity to administer the funds, track, monitor and ensure accountability. Sister Season Fund has expressed interest in pursuing this initiative, but a full proposal and exploration has yet to be conducted.

This proposal does not include a specific program, but rather a recommendation that the City Commission request City to explore the feasibility of such an initiative.

4. Weekly Communication Plan for the Vaccine Rollout (no cost)

As per the suggestion of the Health and Business Advisory Committee, the Mayor and City Manager agreed that there will be a weekly "COVID Information Update" sent out to the community. The updates would include four data points: 1) Number of Tests in Key West for the Week; 2) Number of Positive Cases in Key West for the Week; 3) Estimated Number of Cases in Visitors for the Week (Either from Wastewater Data or National Estimates), and 4) Number of Positive Cases in Key West Schools for the Week.

With the vaccine on the way, the authors of this proposal suggest adding a fifth data point: "Update on the Vaccine." This would include relevant information, (E.g., number of community members who have received the vaccine, timelines, availability and locations, FAQs, Etc.)

5. Multi-Lingual Information on Resources from Contract Tracers (no cost)

Many community members in Key West have never needed assistance with life's essential needs until now. Contract tracers are amongst the first group of individuals to typically speak with individuals who have tested positive for COVID and may need resources to support while in quarantine. UWCK has produced a COVID-19 Resource Guide with lists and details about the organizations in our community that provide help with food, rent, utilities, medical needs, etc. The guide was recently translated into Spanish and Creole.

The MCHD has committed to sharing this information with the community through their channels of communication, and have provided a link to Contract Tracers to share with individuals through several outreach methods.

Summary: A Request for The City Commission to Take Action

In sum, this proposal outlines five initiatives that will help our community survive the first quarter of 2021. Two of them (points 4 and 5) cost nothing, and do not require the Commission's approval, but would benefit from their endorsement. Two of them (points 1 and 2) require funding; and it is the hope that these items will be voted on and approved by the Commission to prevent further delays in helping meet this need.

The funding request for Rapid Testing and Emergency Assistance combined through the end of March 2021 is \$380,770.

Point 3, a Quarantine Assistance Fund, requires additional exploration and the submission of a plan and corresponding budget. Should the Commission wish to proceed, they would request City Staff to submit a proposal.

The first quarter of 2021 will be a critical period in the lives of Key West residents. While we wait for the vaccine, we may struggle now more than ever from a cumulative loss of income, mounting bills, and backlog of overall needs. Our nonprofits cannot continue to bear the burden without significant support. A stop gap measure must be set into place until funds and a vaccine arrive, and we turn the corner for which we have so desperately waited.

Keys AHEC Health Centers

Invoice

Date	Invoice #
2/19/2021	1845

Bill To
City of Key West Finance/Budget Department Attn: Mark Finigan 3104 Flagler Ave. Key West, FL 33040

Purchase Order No.

Description	Amount
<p>Expense Reimbursement Re: MOU between City of Key West and Florida Keys Area Health Education Center, Inc to provide Covid-19 Rapid Testing via static and mobile sites.</p> <p>Invoice #2, This invoice covers Provider Expenses during February 2021</p> <p>Detail is attached</p>	14,549.25
Total \$14,549.25	

Florida Keys Area Health Education Center, Inc.
 5800 Overseas Hwy, Suite 38, Marathon, FL 33050
 PH. 305-743-7111/Fax 305-743-7709
www.fkahec.org

David Sermak

From: Mark Finigan
Sent: Tuesday, March 30, 2021 8:24 AM
To: David Sermak
Subject: FW: Keys AHEC - Invoice
Attachments: SKM_308e21032413370.pdf

Dave, can you please make payment for AHEC Invoice #1845 and add this e-mail as payment authority.

Thx

Mark Finigan

From: Shane Keween <skeween@fkahec.org>
Sent: Wednesday, March 24, 2021 1:38 PM
To: Mark Finigan <mfinigan@cityofkeywest-fl.gov>
Subject: Keys AHEC - Invoice

Hi Mark,

Our 2nd invoice is attached. I apologize for the delay, I was out of the office for a few days.

This invoice is somewhat small as it is primarily our provider expenses from February. Our Supplies and Marketing expenses need to be reviewed and verified in more detail which is going to take longer so we will include them in the Final Invoice. I anticipate the Final will be significantly higher than this one as it will include Supplies, Marketing, March Providers, and AHEC Staff from Jan – March. While I cannot say with certainty where we will end up, we definitely will be under the project budget by a significant amount.

We anticipate the program will reach 3000 tests very soon, likely by the end of this week. It will take a week or so to collect the final provider invoices and for us to reconcile the remaining expenses to invoice. I am expecting to have it submitted the first week of April.

Thanks,

Shane Keween

Fiscal Manager
Keys AHEC
5800 Overseas Hwy, Ste 38
Marathon, FL 33050
Tel: 305-743-7111 x 201
Fax: 305-743-7709

Florida Keys Area Health Education Center, Inc.
Transactions by Account
As of February 28, 2021

Type	Date	Name	Memo	Class	Split	Amount
PERSONNEL COSTS						
Consultants/Contractors						
KW Testing Providers						
Bill	02/08/2021	Naomi Omelas	2/1 5hr	KW Rapid Test 2021	Accounts Payable	150.00
Bill	02/08/2021	Selena Davis	3.5 hr	KW Rapid Test 2021	Accounts Payable	105.00
Bill	02/08/2021	Christina Geer	13 hr	KW Rapid Test 2021	Accounts Payable	390.00
Bill	02/08/2021	Ashley Fuller	2/1,2/8 5hr	KW Rapid Test 2021	Accounts Payable	300.00
Bill	02/08/2021	Hayley Hartfield	25.5 hr	KW Rapid Test 2021	Accounts Payable	785.00
Bill	02/08/2021	Anastasia Bernadtaka	1/22	KW Rapid Test 2021	Accounts Payable	150.00
Bill	02/08/2021	Anastasia Bernadtaka	1/25, 2/01,2/05	KW Rapid Test 2021	Accounts Payable	450.00
Bill	02/08/2021	Anastasia Bernadtaka	2/08	KW Rapid Test 2021	Accounts Payable	150.00
Bill	02/11/2021	Jason Bertand	29 hr	KW Rapid Test 2021	Accounts Payable	870.00
Bill	02/11/2021	Naomi Omelas	2/8 5hr	KW Rapid Test 2021	Accounts Payable	150.00
Bill	02/11/2021	Floyd Jenkins	2-9,2-11- 5.5 hrs	KW Rapid Test 2021	Accounts Payable	185.00
Bill	02/11/2021	Sonja Seemiller	10 hr	KW Rapid Test 2021	Accounts Payable	300.00
Bill	02/11/2021	Advanced Urgent Care	6th Inv	KW Rapid Test 2021	Accounts Payable	275.00
Bill	02/11/2021	Advanced Urgent Care	8th Inv	KW Rapid Test 2021	Accounts Payable	275.00
Bill	02/19/2021	Tangela Gail Torres	2/3 -2/13 41.25 hr	KW Rapid Test 2021	Accounts Payable	1,237.50
Bill	02/19/2021	Michelle Medina	19hr 45 min	KW Rapid Test 2021	Accounts Payable	590.00
Bill	02/19/2021	Roberto Larios	1/23 9:15-2 4hr 45m	KW Rapid Test 2021	Accounts Payable	142.50
Bill	02/19/2021	Kayla Rivas	37.5 hr	KW Rapid Test 2021	Accounts Payable	1,125.00
Bill	02/19/2021	Janet Mooney	6 hr	KW Rapid Test 2021	Accounts Payable	180.00
Bill	02/22/2021	Floyd Jenkins	2/18 3h10m	KW Rapid Test 2021	Accounts Payable	95.00
Bill	02/22/2021	Devin L Blanco	4hr 50 min	KW Rapid Test 2021	Accounts Payable	145.00
Bill	02/22/2021	Hayley Hartfield	37 hr	KW Rapid Test 2021	Accounts Payable	1,110.00
Bill	02/25/2021	Maria Davis	1/20 - 2/18 21 hr 6 min	KW Rapid Test 2021	Accounts Payable	633.00
Bill	02/28/2021	Patricia Kasey	2/3 KW COvid 4hr	KW Rapid Test 2021	Accounts Payable	120.00
Bill	02/28/2021	Jamie Cooke	1/26-2/25 kw covid 10h45m	KW Rapid Test 2021	Accounts Payable	322.50
Bill	02/28/2021	Teresa Rodriguez	2/19 kw covid 4hr	KW Rapid Test 2021	Accounts Payable	120.00
Bill	02/28/2021	Jason Bertand	2/10 to 2/25 KW Covid 27.5 hr	KW Rapid Test 2021	Accounts Payable	825.00
Bill	02/28/2021	Christina Geer	19.5 hr	KW Rapid Test 2021	Accounts Payable	585.00
Bill	02/28/2021	Floyd Jenkins	2/22-2/24 kw covid 8hr20m	KW Rapid Test 2021	Accounts Payable	250.00
Bill	02/28/2021	Tangela Gail Torres	2/17-2/27 kw covid 31h45m	KW Rapid Test 2021	Accounts Payable	952.50
Bill	02/28/2021	Advanced Urgent Care	7th inv	KW Rapid Test 2021	Accounts Payable	275.00
Bill	02/28/2021	Advanced Urgent Care	8th inv	KW Rapid Test 2021	Accounts Payable	275.00
Bill	02/28/2021	BloodInk	43 tests kw covid	KW Rapid Test 2021	Accounts Payable	591.25
Bill	02/28/2021	Willi Thompson	2/12-2/28 kw covid 9hr	KW Rapid Test 2021	Accounts Payable	270.00
Bill	02/28/2021	Janet Mooney	feb 18,22 kw covid 7 hr	KW Rapid Test 2021	Accounts Payable	210.00
Total KW Testing Providers						14,549.25
Total Consultants/Contractors						14,549.25
Total PERSONNEL COSTS						14,549.25
TOTAL						14,549.25

FLORIDA KEYS AHEC - TIMESHEET

NAME: Naomi Ornelas

MONTH: February

Date	Description	Location	Start Time	End Time	Hours
2/1/21	Covid Testing	College of the Florida Keys campus	09:30	14:30	5
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>PAID</p> <p>FEB 09 2021</p> <p>BY: 6798</p> </div>					
TOTAL HRS:					5
5 x 30 =					150

Employee Signature *Naomi Ornelas* Date 02/01/2021

Supervisor Signature *Mark [unclear]* Date 2/1/21

Date Rec'd 2/9/21
 Acctg. No. 514
 Pymt. Amt. [unclear]

FLORIDA KEYS AHEC - TIMESHEET

NAME: Serena Davis

MONTH: _____

DATE	PROJECT	PLACE	START	FINISH	TOTAL HRS
Monday 1/25/21	Covid-19 Testing	Lower Keys Medical Center	3:30p	7:00pm	3.5
				Total Hrs	3.5
				3.5 x \$30	\$105

BY:

FEB 09 2021

PAYD

FEB 09 2021

6798

BY:

Employee Signature *Serena Davis* Date 2/6/21

Supervisor Signature *[Signature]* Date 2/6/21

Date Rec. 2/9/21

Acck. [Signature]

Pymt. [Signature]

FLORIDA KEYS AHEC - TIMESHEET

NAME: Christina Geer

MONTH: Jan / Feb

DATE	PROJECT	PLACE	START	FINISH	HOURS
1/26/2021	LKMC - AHEC	rapid testing	8:30 AM	7p	2
1/30/2021	City Hall - AHEC	rapid testing	10a	2p	4
2/4/2021	Lkmc - AHEC	rapid testing	4p	7p	3
2/16/2021	City Hall - AHEC	rapid testing	10a	2p	4
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> PAID FEB 09 2021 BY: 6797 </div>					
					Date Rec'd: 2/19/21
					Acctg. Verified: <i>[initials]</i>
					Pymt. / <i>[initials]</i>
					Total Hrs
					13 x 30 = 390
					13

Employee Signature *[Signature]* Date 2/7/2021

Supervisor Signature *[Signature]* Date 2/9/21

Hayley Hartfiel Timesheet

Date	Project	Place	Start	Finish	Total Hrs
Jan. 20, 2021	Covid Testing	LKMC	3:30pm	7:30pm	4
Jan. 21, 2021	Covid Testing	LKMC	3:30pm	7:30pm	4
Jan. 25, 2021	Covid Testing	LKMC	3:30pm	7pm	3.5
Jan. 26, 2021	Covid Testing	High School	3:30pm	7pm	3.5
Jan. 28, 2021	Covid Testing	High School	3:30pm	7pm	3.5
Feb. 2, 2021	Covid Testing	High School	3:30pm	7pm	3.5
Feb. 4, 2021	Covid Testing	High School	3:30pm	7pm	3.5

~~25.5 hrs~~
25.5 hrs @ \$30/hr

PAID
FEB 09 2021
BY: 6828

\$765.00

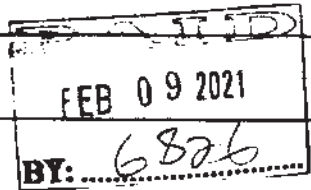
Date Rec'd 2/9/21
Accto 5160
Pymt.

FLORIDA KEYS AHEC - TIMESHEET

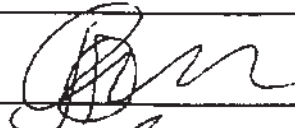
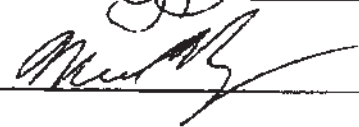
NAME: ANASTASIA BURNADACE

MONTH:

DATE	PROJECT	PLACE	START	FINISH	TOTAL HRS
01/22	COVID TESTING CFK	CFK	9:30	2:30	5
				Total Hrs	5
				5 x \$30	\$150



 FEB 09 2021
 BY: 6826

Employee Signature  Date _____
 Supervisor Signature  Date _____

Date R. _____
 Acctg. _____
 Pymt. _____

FLORIDA KEYS AHEC - TIMESHEET

NAME: ANASTASIA BERNAOTSKO

MONTH:

DATE	PROJECT	PLACE	START	END	TOTAL HRS
02/08	COVID-19 TESTING	CFK	9:30	2:30	5
				Total Hrs	5
			5 x 30		150

PAID
FEB 09 2021
BY: 6286

Employee Signature _____

Date 02/08/20

Supervisor Signature _____

Date _____

Date Rec'd _____
Accto. No. _____
Pymt. No. _____

Jason Bertrand Timesheet

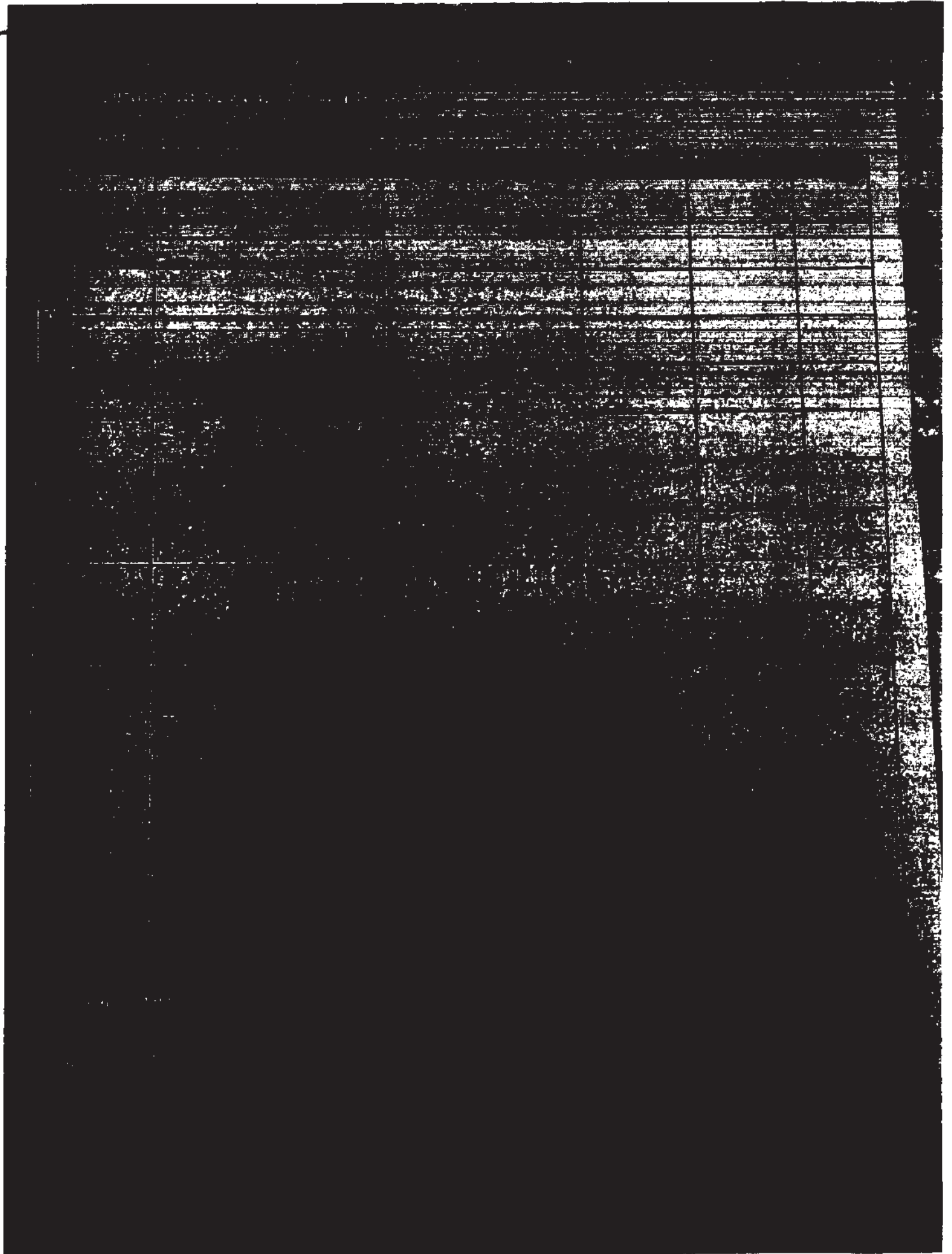
Date	Project	Place	Start	Finish	Total Hrs
Jan. 20, 2021	Covid Testing	LKMC	3:30pm	7:30pm	4
Jan. 25, 2021	Covid Testing	LKMC	3:30pm	7pm	3.5
Jan. 26, 2021	Covid Testing	High School	3:30pm	7pm	3.5
Jan. 28, 2021	Covid Testing	High School	3:30pm	7pm	3.5
Feb. 2, 2021	Covid Testing	High School	3:30pm	7pm	3.5
Feb. 3, 2021	Covid Testing	High School	3:30 PM	7pm	3.5
Feb. 4, 2021	Covid Testing	High School	3:30pm	7pm	3.5
Feb. 8, 2021	Covid Testing	High School	3:30pm	7pm	4

29
~~30~~ x \$29 = \$870

REPAN ID
 FEB 11 2021
 BY: 6311

Ku COVID
 Provider

Date Rec'd 2/11/21
 Acctg Ver'd [Signature]
 Pymt. [Signature]



FLORIDA KEYS AHEC - TIMESHEET

NAME: Floyd Jenkins

MONTH: February

DATE	PROJECT	PLACE	START	FINISH
2-9-2021	Key West Rapid Test	KWHS	4:10PM	6:55PM = 2.45
2-11-2021	Key West Rapid Test	KWHS	4:15PM	7:20PM = 3.05
Total Hrs				
				30 x 5.50 = \$165.00

PAID
 FEB 11 2021
 BY: 6318

Employee Signature Floyd Jenkins Date 2-11-2021

Supervisor Signature [Signature] Date 2/16/21

Date Rec'd 2/14/21
 Acctg 5/2
 Pymt [Signature]

ADVANCED URGENT CARE
1980 N. ROOSEVELT BLVD
KEY WEST, FL 33040
Ana.munoz@urgentcarefloridakeys.com

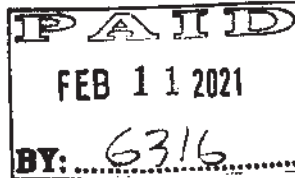
2/11/2021 SIXTH INVOICE

INVOICE

KEYS AHEC

ATTN: Michael Cunningham

RAPID COVID TESTS



20 TESTS

\$275.00

TOTAL

\$275.00

Date Recd: 2/11/21
Acctg. Verified: [Signature]
Pymt. [Signature]

ADVANCED URGENT CARE
1980 N. ROOSEVELT BLVD
KEY WEST, FL 33040
Ana.munoz@urgentcarefloridakeys.com

2/10/2021 FITH INVOICE

INVOICE

KEYS AHEC

ATTN: Michael Cunningham

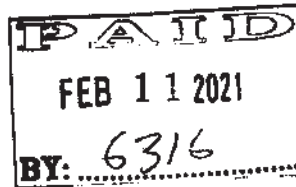
RAPID COVID TESTS

20 TESTS

\$275.00

TOTAL

\$275.00



Date Recd 2/11/21
Acctg SK
Pymt. SK

Weekly Time Sheet

Weekly Time Sheet

TANGELA TORRES RN

COVID TESTING

Name

Contract / Project Name

AHEC

2/1/2021

Client Name

Week Beginning

PAID

FEB 22 2021

BY: 6346

DAY	DATE		START TIME	END TIME	
	2/3/21 WEDNESDAY	Hyatt	0930am	7pm	8hr 30min
	2/4/21 THURSDAY	Douglas Gym	0945am	1:45pm	4 hr
		MARTYR'S PLACE	3:30pm	7:15pm	3 hr 45min
	2/6/21 SATURDAY	City Hall	0930am	2:00pm	4hr 30min
	2/10/21 WEDNESDAY	Hyatt	0945am	7pm	8hr 45min
	2/11/21 THURSDAY	Douglas Gym	0930am	1pm	3hr 30min
			3:30pm	7:15pm	3hr 45min
	2/13/21 SATURDAY	City Hall	0930am	2:00pm	4hr 30min
					41.25

41h 15m

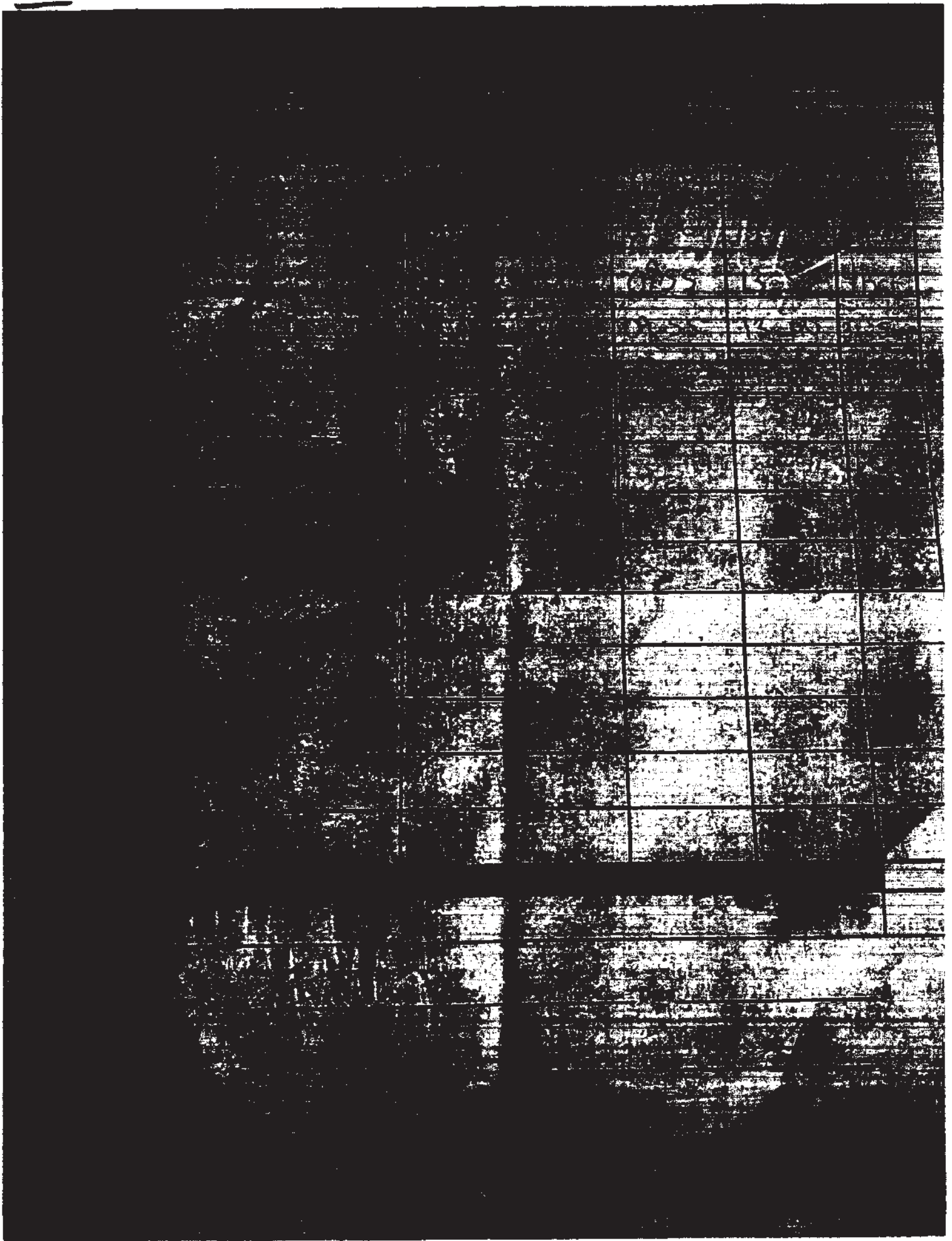
TOTAL FOR WEEK NEAREST 15 MIN

TOTAL — \$1237.50
41 hours

Thank you
Torres RN

Kw Covid Provider

~~41.25~~
2/12/21
Acctg. Vermed
Pynt. Approved



FLORIDA KEY SAFETY TIMESHEET

NAME: Kaula Pina

1/20	COVID	LRMC		
1/25	COVID	LRMC		
1/26	COVID	LRMC		
1/28	COVID	LRMC		
2/3	COVID	LRMC		
2/4	COVID	LRMC		
2/9	COVID	LRMC		
2/10	COVID	LRMC		
2/11	COVID	LRMC		
2/12	COVID	LRMC		
2/13	COVID	LRMC		
2/14	COVID	LRMC		
2/15	COVID	LRMC		
2/16	COVID	LRMC		
2/17	COVID	LRMC		
2/18	COVID	LRMC		
2/19	COVID	LRMC		
2/20	COVID	LRMC		
2/21	COVID	LRMC		
2/22	COVID	LRMC		
2/23	COVID	LRMC		
2/24	COVID	LRMC		
2/25	COVID	LRMC		
2/26	COVID	LRMC		
2/27	COVID	LRMC		
2/28	COVID	LRMC		
2/29	COVID	LRMC		

DATE: FEB 27 2021
 TIME: 6:30

2/27

Double
check

10/11/01
10/11/01

6x30

Employee Signature

Joseph M. ...

2/11/01

...

2/11/01

FLORIDA KEYS AHEC - TIMESHEET

NAME: Floyd Jenkins

MONTH: February 2021

DATE:	PROJECT	PLACE	START	FINISH
2-18-21	Key West Rapid Test	KW HS	4PM	7:00PM
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <p>PAID</p> <p>FEB 22 2021</p> <p>BY: 6346</p> </div>				
				Total Hrs
			3h 10m x 3	3.10

\$ 95.00

Employee Signature [Signature] Date 2-19-2021

Supervisor Signature [Signature] Date 2/23/21

KW COVID
Provider

Date Rec'd 2/23/21
 Acctg. Vermed [Signature]
 Pymt. Approved [Signature]

FLORIDA KEYS AHEC - TIMESHEET

NAME: Devin L. Blanco

MONTH:

DATE	PROJECT			
1/27/21	Kw Covid		3:30	6:50 3.20hrs
2/1/21	Kw Covid		2:00	5:30 1.50hrs
PAID				
FEB 22 2021				
BY: 6338				
			Total	4h 50
				4hr 50m @ 30/hr = \$145

Employee Signature Devin L. Blanco Date 1/15/21

Supervisor Signature [Signature] Date 2/22/21
*Kw Covid
 Provider*

Date Rec'd 2/22/21
 Acctg. Verified [Signature]
 Pymt. Approved [Signature]

Hayley Hartfiel Timesheet

Date	Project	Place	Start	Finish	Total Hrs
Feb. 8, 2021	Covid Testing	High School	3:30pm	7pm	3.5
Feb. 9, 2021	Covid Testing	High School	3:30pm	7pm	3.5
Feb. 10, 2021	Covid Testing	High School	4pm	7pm	3
Feb. 11, 2021	Covid Testing	High School	3:30pm	7:30pm	4
Feb. 16, 2021	Covid Testing	High School	5pm	7pm	2
Feb. 17, 2021	Covid Testing	High School	3:30pm	7pm	3.5
Feb. 18, 2021	Covid Testing	High School	3:30pm	7pm	3.5
Feb. 22, 2021	Covid Testing	High School	3:30pm	7pm	3.5
Feb. 23, 2021	Covid Testing	High School	3:30pm	7pm	3.5
Feb. 24, 2021	Covid Testing	High School	3:30pm	7pm	3.5
Feb. 25, 2021	Covid Testing	High School	3:30pm	7pm	3.5

37 hrs

PAID
FEB 22 2021
BY: 6352

\$1110.⁰⁰

FLORIDA KEYS AHEC - TIMESHEET

NAME: Maria Davis

MONTH: Jan - Feb 2021

DATE	PROJECT	PLACE	START	FINISH	TOTAL HRS	
1-20-21	Covid - testing	LKmc	3:30pm	7:30pm	4	4
1-25-21	Covid - testing	LKmc	4:15pm	7:10pm	3.5	2.1
1-26-21	Covid - testing	High school	4:10pm	6:55pm	2.45	2.1
2-2-21	Covid - testing	High school	4:35pm	6:25pm	1.9	1.5
2-4-21	Covid - testing	High school	3:47	5:30pm	1.83	1.9
2-9-21	Covid - testing	High school	3:50pm	5:25pm	1.75	1.5
2-10-21	Covid - testing	High school	4:15pm	6:00	1.85	1.4
2-15-21	Covid - testing	High school	4:10pm	6:15pm	2.05	2.0
2-18-21	Covid - testing	High school	4:15pm	6:39pm	2.24	2.2
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> PAID FEB 25 2021 6354 BY: _____ </div>						
					Total Hrs	21.57
$30 \times 21h 6m = 633h 00m$						

Employee Signature M. Davis Date 2/23/2021

Supervisor Signature [Signature] Date _____

Kw Covid Provider

Date Rec'd 2/15/21
 Acctg. Verified SJK
 Pymt. Approved [Signature]

FLORIDA KEYS AHEC - TIMESHEET

NAME: PATRICIA M. KERSEY RN

MONTH: FEB 2021

DATE	PROJECT	PLACE	START	FINISH	TOTAL HRS
2/3/21	COVID TESTING	HYATT CENTRIC	1000	1400	4
TOTALS:					

IPATID
FEB 23 2021
BY: 6844

~~\$290~~ \$170 4

\$170.00

Pat Kersey RN
Signature
[Signature]
Supervisor Signature

-1
K W Lewis
Provider

Date Rec'd 2/28/21
Acct. Verified SK
Paym. Approved [Signature]

FLORIDA KEYS AHEC - TIMESHEET

NAME: Amie Cooke

MONTH: January

DATE	PROJECT	PLACE	START	FINISH	
1/20/21	AHEC Clinic COVID testing	KWHS	4:50pm	7:00pm	2 10
1/28/21	"	"	4:55pm	7:15pm	2 20
2/4	"	"	5:00pm	7:00pm	2
2/17	"	"	5:00pm	7:00pm	2
2/25	"	"	4:30pm	6:45pm	2 15
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <p>PAID</p> <p>FEB 28 2021</p> <p>BY: 6839</p> </div>					10.45
				10h 45m	
				Total Hrs	
					10h 45m x \$30 = \$322.50

Employee Signature [Signature]
 Supervisor Signature [Signature]

Date 2/26/2021
 Date Rec'd 2/28/21
 Date 3/1/21 Assg. Verified SLC
 Pymt. Approved Y

KW COVID

10/20/21
10/21/21
10/22/21
10/23/21
10/24/21
10/25/21
10/26/21
10/27/21
10/28/21
10/29/21
10/30/21
10/31/21

4hrs

10/29/21

10/29/21

Jason Bertrand Timesheet					
Date	Project	Place	Start	Finish	Total Hrs
Feb. 10, 2021	Covid Testing	High School	3:30pm	7pm	3.5
Feb. 11, 2021	Covid Testing	High School	3:30pm	7:30 PM	4
Feb. 15, 2021	Covid Testing	High School	3:30pm	7pm	3.5
Feb. 22, 2021	Covid Testing	High School	3:30pm	7pm	3.5
Feb. 23, 2021	Covid Testing	High School	3:30pm	7pm	3.5
Feb. 24, 2021	Covid Testing	High School	3:30pm	6:00 PM	2.5
Feb. 25, 2021	Covid Testing	High School	3:30pm	7pm	3.5
Mar. 1	Covid Testing	High School		3:30 7:00 PM	3.5
					31 Hours

↓
27.5 HRS

$27 \text{ hr } 30 \text{ m} \times \$30/\text{hr} = \$825.00$

PAID
FEB 28 2021
BY: 6841

KW COVID
Provider

Date Rec'd 2/12/21
Acctg. Verified SJK
Pymt. Approved [Signature]

FLORIDA KEYS AHEC - TIMESHEET

NAME: Christina Gier

MONTH: February

DATE	PROJECT	PLACE	START	FINISH	TOTAL HRS
2/9/21	Ahec rapid covid 19	KW HS	4p	7p	3
2/16/21	Ahec rapid covid 19	KW HS	4p	7p	3
2/20/21	Ahec rapid covid 19	KW City Hall	9:30am	2p	4.5
2/23/21	Ahec rapid covid 19	KW HS	4p	7p	3
2/25/21	Ahec rapid covid 19	KW HS	5p	7p	2
2/29/21	Ahec rapid covid 19	KW City Hall	9:30am	1:30pm	4
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> PAID FEB 8 2021 BY: <u>G83Y</u> </div>					

$19 \text{ hr } 30 \text{ min} \times \$30 = \$585$
 19.5 - \$585.00

Employee Signature: [Signature] Date: 3/24/2021
 Supervisor Signature: [Signature] Date: 3/2/21
KW Covid Prov den
Date Rec'd: 2/20/21
Asig. Verified: [Signature]
Pymt. Approved: [Signature]

ADVANCED URGENT CARE
1980 N. ROOSEVELT BLVD
KEY WEST, FL 33040
Ana.munoz@urgentcarefloridakeys.com

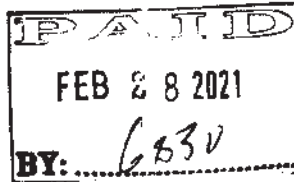
2/17/2021 EIGHTH INVOICE

INVOICE

KEYS AHEC

ATTN: Michael Cunningham

RAPID COVID TESTS



20 TESTS \$275.00

TOTAL \$275.00

*Kw Covid
Procedures*

Date Rec'd 2/28/21
Acctg. Verified SK
Pymt. Approved _____

ADVANCED URGENT CARE
1980 N. ROOSEVELT BLVD
KEY WEST, FL 33040
Ana.munoz@urgentcarefloridakeys.com

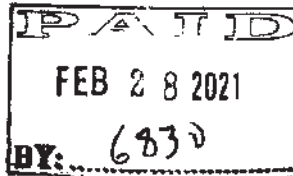
2/17/2021 SEVEN INVOICE

INVOICE

KEYS AHEC

ATTN: Michael Cunningham

RAPID COVID TESTS



20 TESTS

\$275.00

TOTAL

\$275.00

*KW Covid
Providers*

Date Rec'd 2/28/21
Acct. Verified SK
Pymt. Approved e

David Sermak

From: Mark Finigan
Sent: Wednesday, March 24, 2021 12:05 PM
To: David Sermak
Cc: Patti McLaughlin; Leah Stockton
Subject: RE: City invoice for latest MOU addendum

Dave, I just reviewed the reimbursement request and approve for payment tomorrow. Add my e-mail approval to the payment file.

Thx

Mark

From: Leah Stockton <lstockton@keysunitedway.org>
Sent: Wednesday, March 24, 2021 11:40 AM
To: Mark Finigan <mfinigan@cityofkeywest-fl.gov>; David Sermak <dsermak@cityofkeywest-fl.gov>
Subject: Fw: City Invoice for latest MOU addendum

Please find attached the invoice for the additional City of Key West COVID-19 response funds, per the Addendum from Friday (also attached). If you could please process this request with the AP tomorrow.

Next week we will be submitting one final invoice for the admin portion of the original MOU and the addendum.

If you have any questions, please don't hesitate to reach out.

Thank you!

Leah

Leah Stockton
Florida Keys Area President

United Way of Collier and the Keys
1000 Highway 1 | P.O. Box 1000 | Key West, FL 34290

Phone: 305.241.1111

Key West, Florida



**United Way of
Collier and the Keys**

April 1, 2021


Bill To

Customer City of Key West

Qty.	Description	Total
	COVID-19 Funding Admin Support \$15,025 disbursed to agencies, \$8,975 retained by UWCK	\$24,000
	Per Memorandum of Understanding Between the City of Key West and United Way of Collier and the Keys, Inc., Dated January 11, 2021, and Addendum dated March 19, 2021.	

Total **\$24,000.00**

City of Key West

\$24,000
Approved For Payment

4.12.21
Purchase Order
P093341

United Way of Collier and the Keys

Accounts Payable
9015 Strada Stell Ct Suite 204
Naples, FL 34109
239-261-7112

Keys Office: 305-735-1929

United Way Of Collier County and the Keys
5015 Strada Blvd Court, Suite 204
Naples, FL 34109
PH: (239)281-7112

Wells Fargo Bank, NA
5801 Parkway Bay Blvd.
Naples, FL 34109
6-787481

23494

09/31/2021

PAY TO THE ORDER OF AH of Monroe County

\$ 6,550.00

Six thousand five hundred fifty and 00/100 DOLLARS

AH of Monroe County
1434 Kennedy Drive
Key West, FL 33040


AUTHORIZED REPRESENTATIVE

MEMO

#023494R 1:0631075131

United Way Of Collier County and the Keys

23494

Date	Type	Reference	Check Amount	Original Amount	Balance Due	Payment
09/31/2021	BM	03312021		6,550.00	6,550.00	6,550.00

Admin: \$5,200
Per Application payment: \$1,350

Cash & Equivalents -

6,550.00

Admin: NA
Per Application payment: \$300

United Way Of Collier County and the Keys
8718 Shada Blvd Court, Suite 204
Naples, FL 34108
PH: (239)221-7112

Wells Fargo Bank, NA
6201 Hudson Bay Blvd.
Naples, FL 34108
6-711281

23495
03/31/2021

PAY TO THE ORDER OF Catholic Charities of the Archdiocese Inc
Three hundred and 00/100/*****
\$ 300.00
DOLLARS

Catholic Charities of the Archdiocese Inc
1505 NE 26th St
Wilson Manor, FL 33305
United States

MEMO

#023495# 1:0631075131: [REDACTED]


AUTHORIZED SIGNATURE

United Way Of Collier County and the Keys
03/31/2021 Catholic Charities of the Archdiocese Inc
Date Type Reference Original Amount Balance Due Payment
03/31/2021 Bill 03312021 300.00 300.00 300.00
Check Amount 300.00

23495

United Way Of Collier County and the Keys
8718 Straub Blvd Court, Suite 204
Naples, FL 34108
PH: (239)281-7112

Wells Fargo Bank, NA
8801 Pelican Bay Blvd.
Naples, FL 34108
0-051001

23496

09/31/2021

PAY TO THE ORDER OF Florida Keys Outreach Coalition

\$ 3,750.00

Three thousand seven hundred fifty and 00/100 DOLLARS

Florida Keys Outreach Coalition
PO Box 4767
Key West, FL 33041


AUTHORIZED SIGNATURE

MEMO

#023496# @063107513#

United Way Of Collier County and the Keys

23496

Date	Type	Reference	Check Amount	Original Amount	Balance Due	Payment
09/31/2021	EM	03312021		3,750.00	3,750.00	3,750.00

Admin: \$3,000
Per Application payment \$750

Cash & Equivalents -

8,780.00

United Way of Collier County and the Keys
1075 Straub Blvd Court, Suite 204
Naples, FL 34108
PTE 020201-711Z

North Tampa Bank, NA
4401 Redon Bay Blvd.
Naples, FL 34108
0-010101

08/31/2021

23498

PAY TO THE ORDER OF Metropolitan Community Church Key West

\$ 700.00

000449

Seven hundred and 00/100

Metropolitan Community Church Key West
1215 Patricia St.
Key West, FL 33040

ANTHONY SEPULCHRE



#023498# #063107513#

United Way of Collier County and the Keys

Metropolitan Community Church Key West

23498

Date	Type	Reference	Original Amount	Balance Due	Payment
08/31/2021	Bill	08312021	700.00	700.00	700.00

Admin: \$700
Per Application payment: NA

Cash & Equivalents -

700.00

United Way Of Collier County and the Keys
9015 Shada Sand Court, Suite 204
Naples, FL 34109
PH: (239)281-7112

Wells Fargo Bank, NA
6001 Pelican Bay Blvd.
Naples, FL 34108
8-251/01

09/31/2021

23501

PAY TO THE ORDER OF Star of the Sea Foundation

\$ 800.00

DOLLARS

Eight hundred and 00/100

Star of the Sea Foundation
6940 Maloney Ave.
Key West, FL 33040

MEMO

⑆023501⑆ ⑆083107513⑆


AUTHORIZED SIGNATURE

United Way Of Collier County and the Keys
09/31/2021 Star of the Sea Foundation

23501

Date	Type	Reference	Original Amount	Balance Due	Payment
09/31/2021	BM	03312021	800.00	800.00	800.00
			Check Amount:		800.00

Admin: \$800
Per Application payment: NA

Cash & Equivalents -

800.00

United Way Of Collier County and the Keys
World Trade Blvd Court, Suite 204
Naples, FL 34109
PH: (239)281-7112

Wells Fargo Bank, NA
6001 Paddock Bay Blvd
Naples, FL 34109
(239)281-7112

03/31/2021

23499

PAY TO THE ORDER OF Samuel's House

\$ 450.00

Four hundred fifty and 00/100

DOLLARS

Samuel's House
2400 McDonald Ave #4
Key West, FL 30040

MEMO

⑆023499⑆ ⑆0831075131⑆

AUTHORIZED SIGNATURE



United Way Of Collier County and the Keys

03/31/2021

Samuel's House

23499

Date 03/31/2021 Type BNI Reference 03312021

Check Amount	Original Amount	Balance Due	Payment
	450.00	450.00	450.00
			450.00

Admin: N/A
Per Application payment \$450

United Way Of Collier County and the Keys
5715 Shada Trail Court, Suite 204
Naples, FL 34108
PH: (239) 411-7112

State Farm Bank, NA
6201 Pulsion Bay Blvd.
Naples, FL 34108
(239) 411-7112

235690

09/31/2021

MEMO TO THE ORDER OF **Stellar Season Fund**

\$ **975.00**

Nine hundred seventy-five and 00/100

DOLLARS

Stellar Season Fund
PO Box 4036
Key West, FL 33041-4036

MEMO

AUTHORIZED SIGNATURE

#023500# @063109513#

United Way Of Collier County and the Keys

09/31/2021

Stellar Season Fund

235600

Date 09/31/2021

Type BNI

Reference 09312021

Check Amount

Original Amount 975.00

Balance Due 975.00

Payment 975.00

Admin: N/A

Per Application payment: \$975

Cash & Equivalents -

975.00

United Way Of Collier County and the Keys
9915 Strand Mall Court, Suite 204
Naples, FL 34108
PH: (239)281-7112

Wells Fargo Bank, NA
3501 Paddock Bay Blvd.
Naples, FL 34108
63-154/011

23502

09/31/2021

PAY TO THE ORDER OF
Worshipping

\$ 700.00

DOLLARS

Seventy hundred and 00/100

Worshipping
1511 Truman Ave.
Key West, FL 33040

MEMO

ALTERNATIVE PAYMENT METHOD: DEBIT CARD OR CHECK

ALTERNATIVE SIGNATURE

⑆023502⑆ ⑆063109513⑆

United Way Of Collier County and the Keys

23502

09/31/2021

Worshipping

Date Type Reference
09/31/2021 EM 09312021

Original Amount 700.00
Check Amount 700.00

Balance Due 700.00
Payment 700.00

Admin: \$700
Per Application payment: NA

Cash & Equivalents -

700.00